

REMARKSI. Introduction

In response to the Office Action dated December 19, 2005, claims 3-16, 19-20, 24 and 28-34 have been cancelled, and claims 1, 17, 21 and 25 have been amended. Claims 1-2, 17-18, 21-23 and 25-27 remain in the application. Re-examination and re-consideration of the application, as amended, is requested.

II. Non-Art Rejections

In paragraphs (2)-(3) of the Office Action, claims 1 and 9 were rejected under 35 U.S.C. §112, first paragraph, as containing subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor, at the time the application was filed, had possession of the claimed invention.

Applicant's attorney has amended claim 1 and canceled 9 to overcome this rejection.

III. Prior Art Rejections

In paragraphs (4)-(5) of the Office Action, claims 1, 9, and 17 were rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,308,164 (Nummeli). In paragraphs (6)-(7) of the Office Action, claims 2-5, 7, 10-13, 15, 18-22, 25, 29-31, and 33 were rejected under 35 U.S.C. §103(a) as being unpatentable over Nummeli in view of "BuildPoint.com Launches First Web-based Business-to-Business Solution For \$415 Billion Construction Materials Industry" (Dialog). In paragraph (8) of the Office Action, claims 6, 8, 14, 16, 23-24, 27-28, 32, and 34 were rejected under 35 U.S.C. §103(a) as being unpatentable over Nummeli in view of Dialog and further in view of U.S. Patent No. 6,928,396 (Thackston).

Applicant's attorney respectfully traverses these rejections. Applicant's attorney submits that the cited references do not teach nor suggest all the limitations of Applicant's claims.

The Office Action asserts that Nummeli describes an enterprise project management system including a system for creating new projects and adding project tasks and resources to the system. However, the Office Action admits that Nummeli does not disclose the various functions for collaborating bids between owners, architects, general contractors, subcontractors, suppliers, wholesalers and building product manufacturers. Nonetheless, the Office Action cites Dialog as teaching these limitations. However, the Office Action admits that Nummeli and Dialog together do not disclose the various functions for awarding contracts. Nonetheless, the Office Action cites

Thackston as teaching these limitations. Moreover, the Office Action asserts that it would have been obvious to a person of ordinary skill in the art to modify the disclosures of Nummeliin, Dialog and Thackston to accomplish the various aspects of Applicant's claims.

Applicant's attorney disagrees.

Independent claims 1, 17, 21 and 25, either in their original form or as amended, specifically recite the project functions provided for collaborating on bids among owners, architects, general contractors, subcontractors, suppliers, wholesalers and building product manufacturers, namely preparing bid documents by architects and owners; evaluating and re-packaging said bid documents into bid packages by general contractors; distributing said bid packages to subcontractors by said general contractors; performing quantity take-offs and soliciting request for quotes from suppliers, wholesalers and building product manufacturers by said subcontractors; preparing bids by said suppliers, wholesalers and building product manufacturers and for submitting said bids to said subcontractors; evaluating request for quotes and compiling bids by said subcontractors for submitting to said general contractors; evaluating bids received from said subcontractors and for compiling totals into a base bid by said general contractors; and submitting said base bid by said general contractors to said owners.

Further, independent claims 1 and 17 and dependent claims 23 and 27 recite awarding contracts to general contractors by said owners and architects; and awarding contracts to said subcontractors by said general contractors.

These specific combinations of limitations are not shown by the Nummeliin, Dialog and Thackston references, taken individually or in combination.

Specifically, note the deficiencies of the Dialog reference in relation to the limitations against which it is cited. While Dialog describes an interactive web commerce solution for the construction industry, it does not teach or suggest all of the limitations of Applicant's independent claims as alleged in the Office Action.

For example, Dialog describes a manual bidding process that consists of owners and architects inviting general contractors to bid on a project:

- The contractors are given a set of plans and specifications, from which each general contractor invites, via phone and fax, numerous subcontractors to bid on different parts of the project.
- Each subcontractor then prepares and distributes request-for-quote (RFQs) to materials suppliers to obtain pricing information on the materials to be used on the

project, which the subcontractor then uses to compile the bid response to the general contractor.

- The general contractors, after receiving all of the bids from their subcontractors, then submit summary bids to the project owner or architect.

Dialog states that the process of moving from initial project proposal to bid acceptance takes weeks of phone calls and faxes to first distribute all of the necessary project information through the contractor chain, and then gather the resulting cost data. According to Dialog, by streamlining bid dissemination and response, the BuildPoint.com users will be able to more easily and quickly compile the information needed to prepare the formal bids necessary to win business.

Dialog also describes BuildPoint.com as providing the following services to more effectively manage the bidding process:

- BuildPoint's Bid Manager™ service enables project owners, architects and general contractors to disseminate and manage bid-related information to and from their downstream business partners, the general contractor and subcontractor. The service allows users to broadcast invitations-to-bid (ITBs) and other communications to other BuildPoint.com users and to partners outside the BuildPoint.com community by automated fax service. Contractors can publicly post project information for bidding to the entire BuildPoint.com community and create a centralized location where partners can download, view and print all project information required to formulate a bid, including project plans and specifications. Bid Manager can also track and log project-specific communications such as bid submissions and responses to ITBs.

- BuildPoint's Lead Manager™ service allows general contractors and subcontractors to respond to and manage bid-related information received from their upstream business partners, completely online. In addition to managing responses to ITBs, Lead Manager can help users to search and retrieve publicly posted project information, generating new business and more quickly gathering the information needed to complete a bid.

In reviewing Dialog, however, it can be seen that nowhere are described the following limitations from Applicant's claims:

- Dialog says nothing about a computer-implemented function or step for "re-packaging said bid documents into bid packages by general contractors."

– Dialog says nothing about a computer-implemented function or step for “performing quantity take-offs.”

To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. See M.P.E.P. §2143.01. In this instance, even when combined, the references do not teach or suggest the above limitations.

Thus, Applicant’s attorney submits that independent claims 1, 17, 21 and 25 are allowable over Nummeling, Dialog and Thackston. Further, dependent claims 2, 18, 22-23 and 26-27, are submitted to be allowable over Nummeling, Dialog, and Thackston in the same manner, because they are dependent on independent claims 1, 17, 21 and 25, respectively, and thus contain all the limitations of the independent claims. In addition, dependent claims 2, 18, 22-23 and 26-27 recite additional novel elements not shown by Nummeling, Dialog, and Thackston.

IV. Conclusion

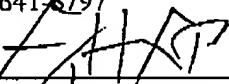
In view of the above, it is submitted that this application is now in good order for allowance and such allowance is respectfully solicited. Should the Examiner believe minor matters still remain that can be resolved in a telephone interview, the Examiner is urged to call Applicant’s undersigned attorney.

Respectfully submitted,

GATES & COOPER LLP
Attorneys for Applicants

Howard Hughes Center
6701 Center Drive West, Suite 1050
Los Angeles, California 90045
(310) 641-8797

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By: 
Name: George H. Gates
Reg. No.: 33,500

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